

RECORDATION NO. 26574-A FILED

APR 22 '08 -1 30 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

April 22, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Assignment and Assumption Agreement, dated as of September 29, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease previously filed with the Board under Recordation Number 26574.

The name and address of the party to the enclosed document are:

Seller/Assignor: General Electric Railcar Services Corporation
161 North Clark Street, 7th Floor
Chicago, IL 60601

Buyer/Assignee: Infinity Rail II, LLC
c/o Infinity Asset Management, LLC (as
Manager)
1355 Peachtree Street,
Suite 750 - South Tower
Atlanta, GA 30308

Anne K. Quinlan, Esquire
April 22, 2008
Page 2

A description of the railroad equipment covered by the enclosed document is:

77 railcars within the series NAHX 46788 - NAHX 53368 and NAHX 890501 - NAHX 890623 as more particularly set forth in the schedule attached to the document.

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/sem
Enclosures

RECORDATION NO.

26574-A
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SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of September 29, 2006 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Infinity Rail II, LLC, a Georgia limited liability company (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of September 29, 2006 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

AGREEMENT

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.

2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations, to the extent arising on or after the Closing Date, under each of the following as they relate to each unit:

(a) the Lease; and

(b) that certain Car Leasing Agreement 1285-5, dated January 1, 1984 between Seller as lessor and Lessee ((a) and (b) together, the "Operative Agreements").

Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, assumes all obligations, to the extent arising on or after the Closing Date, of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the Closing Date, the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and

each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer. The Seller, in respect of the period on and after the Closing Date, is released of all obligations of the Seller under the Operative Agreements.

4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

Bill of Sale: the bill of sale in the form of Exhibit I hereto.

Closing Date: the date of the Bill of Sale.

Equipment: : (i) the railcars described in Schedule 1 to this Agreement together with (ii) every part, accessory, component and any equipment installed therein or attached thereto, except for any that have been installed or attached by the Lessee or other user of the Equipment and have not become property of the lessor pursuant to the Lease as of the Closing Date (individually each railcar is referred to as a "unit" or "unit of Equipment").

Lease: that certain Rider No. 166 dated August 1, 2006 between Seller as lessor and Lessee as lessee (executed on behalf of Lessee on August 11, 2006 and on behalf of Seller on August 1, 2006), as amended by that certain Amendment No. 1 dated September 26, 2006 between Seller and Lessee, which incorporates by reference the terms of that certain Car Leasing Agreement 1285-S, dated January 1, 1984 between Seller as lessor and Lessee as lessee, as amended by each of (i) that certain letter agreement dated May 18, 1990 between Seller and Lessee and (ii) Amendment No. 1 dated October 21, 1994 between Seller and Lessee.

Lessee: Cargill, Inc.

Ownership Interest: the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Operative Agreements.

5. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. **Notices.** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.5 of the Purchase Agreement.

7. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

8. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

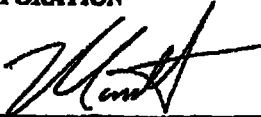
10. **Entire Agreement.** This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

11. **Recordation.** The Seller and the Buyer agree to record this Agreement with the Surface Transportation Board to evidence the assignment by the Seller to the Buyer of the Seller's rights and obligations under the Lease.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By: 
Name: Mark Seban
Title: Vice President

INFINITY RAIL II, LLC

By: **Infinity Asset Management, LLC,
as Manager**

By: _____
Jeffrey E. Edelman, Vice President

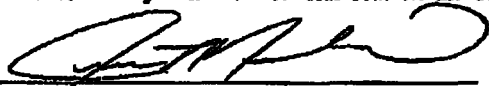
State of ILLINOIS)

County of COOK)

On this, the 21st day of September, 2006, before me, a Notary Public in and for said County and State, personally appeared Mark Stefani, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.




Name: Jeanne A. Nelson, Notary Public
My Commission Expires: 02-20-2010
Residing in Cook County

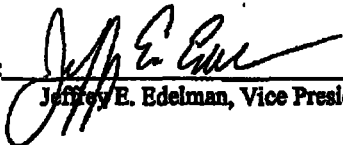
IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By: _____
Name: _____
Title: _____

INFINITY RAIL II, LLC

By: **Infinity Asset Management, LLC,**
as Manager


By: 
Jeffrey E. Edelman, Vice President

State of Georgia

County of DeKalb

On this, the 21 day of September, 2006, before me, a Notary Public with authority to act in any county in the State of Georgia, personally appeared Jeffrey E. Edelman, a Vice President of Infinity Asset Management, LLC, the Manager of Infinity Rail II, LLC, who acknowledged himself to be a duly authorized officer of Infinity Asset Management, LLC, the Manager of Infinity Rail II, LLC, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.


Name: Stephanie Cassamas
Notary Public

My Commission Expires: _____
Residing in: _____

Notary Public, DeKalb County, Georgia
My Commission Expires Aug. 2, 2008

EXHIBIT I
to Assignment and Assumption Agreement

FORM OF BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to Infinity Rail II, LLC ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of September __, 2006, between Seller and Buyer, and the Assignment and Assumption Agreement, dated September __, 2006, between Seller and Buyer.

General Electric Railcar Services Corporation

By: _____
Name: _____
Title: _____
Date: _____

Schedule 1
to Assignment and Assumption Agreement

(List of Equipment)

<u>Unit Count</u>	<u>Lessor</u>	<u>AAR Reporting Mark</u>	
1	Cargill, Inc.	NAHX	48788
2	Cargill, Inc.	NAHX	50849
3	Cargill, Inc.	NAHX	53002
4	Cargill, Inc.	NAHX	53005
5	Cargill, Inc.	NAHX	53019
6	Cargill, Inc.	NAHX	53028
7	Cargill, Inc.	NAHX	53030
8	Cargill, Inc.	NAHX	53037
9	Cargill, Inc.	NAHX	53061
10	Cargill, Inc.	NAHX	53079
11	Cargill, Inc.	NAHX	53080
12	Cargill, Inc.	NAHX	53088
13	Cargill, Inc.	NAHX	53083
14	Cargill, Inc.	NAHX	53104
15	Cargill, Inc.	NAHX	53116
16	Cargill, Inc.	NAHX	53130
17	Cargill, Inc.	NAHX	53135
18	Cargill, Inc.	NAHX	53147
19	Cargill, Inc.	NAHX	53161
20	Cargill, Inc.	NAHX	53177
21	Cargill, Inc.	NAHX	53184
22	Cargill, Inc.	NAHX	53188
23	Cargill, Inc.	NAHX	53188
24	Cargill, Inc.	NAHX	53201
25	Cargill, Inc.	NAHX	53203
26	Cargill, Inc.	NAHX	53204
27	Cargill, Inc.	NAHX	53217
28	Cargill, Inc.	NAHX	53218
29	Cargill, Inc.	NAHX	53228
30	Cargill, Inc.	NAHX	53232
31	Cargill, Inc.	NAHX	53235
32	Cargill, Inc.	NAHX	53255
33	Cargill, Inc.	NAHX	53260
34	Cargill, Inc.	NAHX	53262
35	Cargill, Inc.	NAHX	53263
36	Cargill, Inc.	NAHX	53305
37	Cargill, Inc.	NAHX	53308
38	Cargill, Inc.	NAHX	53310
39	Cargill, Inc.	NAHX	53313
40	Cargill, Inc.	NAHX	53315
41	Cargill, Inc.	NAHX	53327
42	Cargill, Inc.	NAHX	53333

<u>Unit Count</u>	<u>Lessee</u>	<u>NAHX</u>	<u>Reporting Mark</u>
43	Cargill, Inc.	NAHX	83336
44	Cargill, Inc.	NAHX	83342
45	Cargill, Inc.	NAHX	83355
46	Cargill, Inc.	NAHX	83357
47	Cargill, Inc.	NAHX	83361
48	Cargill, Inc.	NAHX	83366
49	Cargill, Inc.	NAHX	83368
50	Cargill, Inc.	NAHX	890501
51	Cargill, Inc.	NAHX	890502
52	Cargill, Inc.	NAHX	890503
53	Cargill, Inc.	NAHX	890505
54	Cargill, Inc.	NAHX	890508
55	Cargill, Inc.	NAHX	890510
56	Cargill, Inc.	NAHX	890519
57	Cargill, Inc.	NAHX	890520
58	Cargill, Inc.	NAHX	890526
59	Cargill, Inc.	NAHX	890527
60	Cargill, Inc.	NAHX	890531
61	Cargill, Inc.	NAHX	890538
62	Cargill, Inc.	NAHX	890545
63	Cargill, Inc.	NAHX	890550
64	Cargill, Inc.	NAHX	890574
65	Cargill, Inc.	NAHX	890578
66	Cargill, Inc.	NAHX	890579
67	Cargill, Inc.	NAHX	890588
68	Cargill, Inc.	NAHX	890595
69	Cargill, Inc.	NAHX	890600
70	Cargill, Inc.	NAHX	890602
71	Cargill, Inc.	NAHX	890606
72	Cargill, Inc.	NAHX	890608
73	Cargill, Inc.	NAHX	890607
74	Cargill, Inc.	NAHX	890612
75	Cargill, Inc.	NAHX	890613
76	Cargill, Inc.	NAHX	890617
77	Cargill, Inc.	NAHX	890623

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 4/22/08



Robert W. Alvord